

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

IRON WORKERS ST. LOUIS DISTRICT)
COUNCIL PENSION TRUST;)
IRON WORKERS ST. LOUIS DISTRICT)
COUNCIL ANNUITY TRUST; and)
IRON WORKERS ST. LOUIS DISTRICT)
COUNCIL WELFARE PLAN,)

Plaintiffs,)

vs.)

CASE NO.: 4:22-cv-822

GROVER MAYS, JR., individually and d/b/a)
GROVER MAYS CONSTRUCTION)
COMPANY, MIKA SADLER, individually)
and d/b/a GROVER MAYS)
CONSTRUCTION COMPANY,)

Defendants.)

COMPLAINT

NOW COME the Plaintiffs, the IRON WORKERS ST. LOUIS DISTRICT COUNCIL PENSION TRUST, the IRON WORKERS ST. LOUIS DISTRICT COUNCIL ANNUITY TRUST, and the IRON WORKERS ST. LOUIS DISTRICT COUNCIL WELFARE PLAN, by and through their attorneys, JOHNSON & KROL, LLC, complaining of the Defendants GROVER MAYS, JR., individually and d/b/a GROVER MAYS CONSTRUCTION COMPANY and MIKA SADLER, individually and d/b/a GROVER MAYS CONSTRUCTION COMPANY, and in support allege as follows:

JURISDICTION AND VENUE

1. This action arises under Sections 502 and 515 of the Employee Retirement Income Security Act (hereinafter referred to as “ERISA”) (29 U.S.C. §§ 1132 and 1145). The Court has jurisdiction over the subject matter of this action pursuant to 29 U.S.C. §§ 1132(e)(1), and

1145, as well as 28 U.S.C. § 1331.

2. Venue is proper in this Court pursuant to 29 U.S.C. § 1132(e)(2) in that the IRON WORKERS ST. LOUIS DISTRICT COUNCIL PENSION TRUST (“Pension Fund”), the IRON WORKERS ST. LOUIS DISTRICT COUNCIL ANNUITY TRUST (“Annuity Fund”), and the IRON WORKERS ST. LOUIS DISTRICT COUNCIL WELFARE PLAN (“Welfare Plan”) (collectively the “Plaintiffs” or “Trust Funds”) are administered within the jurisdiction of the United States District Court, Eastern District of Missouri, Eastern Division, and pursuant to 28 U.S.C. § 1391(b)(2) in that a substantial part of the events or omissions giving rise to Plaintiffs’ claims occurred in the United States District Court, Eastern District of Missouri, Eastern Division.

PARTIES

3. The Trust Funds receive contributions from numerous employers pursuant to collective bargaining agreements with the various local unions that comprise the Iron Workers St. Louis District Council, and therefore, are multiemployer plans under 29 U.S.C. § 1002.
4. The Trust Funds were established and are administered pursuant to the terms and provisions of their respective Agreements and Declarations of Trust (“Trust Agreements”).
5. Pursuant to 29 U.S.C. § 1132(a)(3), the Trust Funds are authorized to bring this action on behalf of its participants and beneficiaries for the purpose of collecting unpaid contributions.
6. The International Association of bridge, Structural, Ornamental and Reinforcing Iron Workers Local No. 782 (“Local 782”) is the bargaining representative of GROVER MAYS CONSTRUCTION COMPANY’s bargaining unit employees.
7. GROVER MAYS, JR. is a resident of Dongola, Illinois.

8. MIKA SADLER is a resident of Dongola, Illinois.
9. Upon information and belief, Defendants GROVER MAYS, JR. and MIKA SADLER are doing business as GROVER MAYS CONSTRUCTION COMPANY (“Grover Mays Construction”).

COUNT I
BREACH OF THE COLLECTIVE BARGAINING AGREEMENT

10. Plaintiffs re-allege and incorporate the allegations contained in paragraphs 1-9 of this Complaint with the same force and effect as if fully set forth herein.
11. Grover Mays Construction is an employer engaged in an industry affecting commerce that is signatory to a Collective Bargaining Agreement (“CBA”) with Local 782, and a Participation Agreement with the Trust Funds. (A copy of the Participation Agreement is attached hereto as **Exhibit 1**).
12. Through the CBA and Participation Agreement, Grover Mays Construction became bound by the provisions of the Trust Funds’ Trust Agreements.
13. Pursuant to the power granted to them through the Trust Agreements, the Trustees of the Trust Funds adopted the Audit and Collection Policy and Procedures (“Audit/Collection Procedures”). (A copy of the Audit/Collection Procedures is attached as **Exhibit 2**).
14. Pursuant to Section 502(g)(2) of ERISA, the Trust Agreements, and the Audit/Collection Procedures, employers that fail to submit their monthly contribution reports and contributions to the Trust Funds by the fifteenth (15th) day (or the next business day thereof) of the month immediately following the month in which the work was performed, a one-time charge of ten percent (10%) (“liquidated damages”) is assessed against all delinquent contributions and interest accrues at the rate of one and a half percent (1.5%) per month from the original due date is charged until the contributions are paid in full.

15. Pursuant to the CBA, Trust Agreements, and the Audit/Collection Procedures, the Trust Funds' payroll compliance auditor conducted an audit of Grover Mays Construction's books and records for the period of October 1, 2018 through December 31, 2021.
16. The audit revealed that Grover Mays Construction failed to pay the Trust Funds the aggregate amount of \$119,924.56, itemized as follows:

Type:	Amount:
Contributions	\$91,790.51
Liquidated Damages	\$9,179.05
Interest	\$18,955.00
Total:	\$119,924.56

17. In addition, GROVER MAYS, JR. and MIKA SADLER have failed to file monthly contribution reports on behalf of Grover Mays Construction for the months of March 2022 through June 2022 and therefore own unpaid contributions, liquidated damages, and interest in an unknown amount.
18. GROVER MAYS, JR. and MIKA SADLER have a continuing obligation to pay contributions to the Trust Funds on behalf of Grover Mays Construction and, as a result, additional monies may be owed.
19. The Plaintiffs have been required to employ the undersigned attorneys to collect the monies that are due and owing from GROVER MAYS, JR. and MIKA SADLER.
20. The Plaintiffs have complied with all conditions precedent in bringing this suit.
21. GROVER MAYS, JR. and MIKA SADLER is obligated to pay the reasonable attorneys' fees and court costs incurred by the Plaintiffs pursuant to the CBA, Trust Agreements, Audit/Collection Procedures, and 29 U.S.C. § 1132(g)(2)(D).

WHEREFORE, Plaintiffs respectfully request that:

- A. Judgment be entered in favor of Plaintiffs and against Defendants GROVER MAYS, JR. and MIKA SADLER, jointly and severally, in the aggregate amount of \$119,924.56, itemized as follows:
 - i. \$91,790.51 in underpaid contributions as revealed by the audit;
 - ii. \$9,179.05 in liquidated damages as revealed by the audit; and
 - iii. \$18,955.00 in interest as revealed by the audit.
- B. Defendants GROVER MAYS, JR. and MIKA SADLER be ordered to submit Grover Mays Construction's monthly contribution reports for the months of March 2022 through June 2022 and pay the corresponding contributions, liquidated damages, and interest revealed to be due and owing, if any; and
- C. Judgment be entered in favor of Plaintiffs and against Defendants GROVER MAYS, JR. and MIKA SADLER, jointly and severally, for any other contributions, liquidated damages, and/or interest found to be due and owing in addition to the amounts referenced in Paragraphs A and B above;
- D. Defendants GROVER MAYS, JR. and MIKA SADLER be ordered to pay the reasonable attorneys' fees and costs incurred by the Plaintiffs pursuant to the CBA, Trust Agreements, Audit/Collection Procedures, and 29 U.S.C. §1132(g)(2)(D); and
- E. Plaintiffs have such other and further relief as the Court may deem just and equitable all at Defendants GROVER MAYS, JR. and MIKA SADLER's cost, pursuant to 29 U.S.C. §1132(g)(2)(E).

Respectfully submitted,

**IRON WORKERS ST. LOUIS
DISTRICT COUNCIL PENSION
TRUST *et al.***

/s/ Adam Y. Decker

Adam Y. Decker

Bar No. 3640753IN

One of Plaintiffs' Attorneys

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